

IT IS HEREBY STIPULATED by and between Plaintiffs, Alan Brown, Jean Brown, Jay Norton and the Law Office of Brown and Norton, and Defendant, United States of America, by

1 and through their undersigned attorneys as follows:

2 1. Plaintiffs and Defendant do hereby agree and stipulate to settle and compromise
3 the above-entitled action on the terms indicated herein.

4 2. Defendant, United States of America, will pay to the Plaintiffs, including
5 attorneys's fees, the sum of One Million, Three Hundred and Forty Thousand Dollars
6 (\$1,340,000.00) which sum shall be in full settlement and satisfaction of any and all claims
7 plaintiffs now have or hereafter may acquire against the defendant on account of or arising out of
8 the incident or circumstances giving rise to this suit.

9 3. Plaintiffs agree to accept the sum of One million, Three Hundred and Forty Thousand
10 Dollars (\$1,340,000.00) in full settlement and satisfaction of any and all claims and demands
11 that their heirs, executors, administrators, or assigns may have against the defendant, United
12 States of America, its agencies, agents and employees on account or arising out of the incident or
13 circumstances giving rise to this suit.

14 4. This agreement and stipulation shall not constitute an admission of liability or fault on
15 the part of the United States of America, or on the part of any of its agencies, agents or
16 employees.

17 5. There shall be made payable jointly to Plaintiffs, Alan Brown, Jean Brown, Jay Norton
18 and the Law Office of Brown and Norton, and the law firm of Diamond McCarthy LLP,
19 Attorneys for Plaintiffs, a check for said compromise settlement with the Plaintiffs of One
20 Million, Three Hundred and Forty Thousand Dollars (\$1,340,000.00) . Plaintiffs' attorneys
21 agree to distribute the settlement proceeds to plaintiffs upon receipt from Defendant of the check
22 for compromise settlement.

23 6. It is also agreed, by and among the parties, that the settlement amount of One Million,
24 Three Hundred and Forty Thousand Dollars (\$1,340,000.00) represents the entire amount of the
25 compromise settlement, and that the respective parties will each bear their own costs, fees, and
26 expenses, and that any attorney's fees owed by the Plaintiffs will be paid out of the settlement
27 amount and not in addition thereto.
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1 7. It is also understood, by and among the parties, that pursuant to Title 28, United
2 States Code, Section 2678, attorney's fees for services rendered in connection with this action
3 shall not exceed 25 percent (25%) of the amount of the compromise settlement.

4 8. In consideration of the payment of the sum total of One Million, Three Hundred
5 and Forty Thousand Dollars (\$1,340,000.00) as set forth above, Plaintiffs agree that the above-
6 styled action may be dismissed with prejudice.

7 9. This written agreement contains all of the agreements between the parties, and is
8 intended to be and is the final and sole agreement between the parties. The parties agree that any
9 other prior or contemporaneous representations or understandings not explicitly contained in this
10 written agreement, whether written or oral, are of no further legal or equitable force or effect.
11 Any subsequent modifications to this agreement must be in writing, and must be signed and
12 executed by the parties.

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1 10. The undersigned represent that they have reviewed and understand this agreement,
2 and that they are fully authorized to enter into the terms and conditions of this agreement and that
3 they agree to be bound thereby.

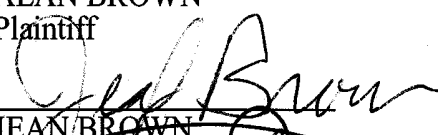
4 DATED:

1/13/07


ALAN BROWN
Plaintiff

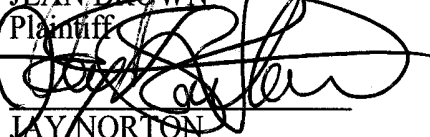
5 DATED:

1/17/07


JEAN BROWN
Plaintiff

7 DATED:

1/13/07


JAY NORTON
Plaintiff

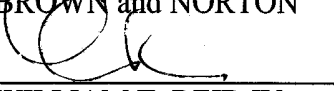
10 DATED:

1/13/07


LAW OFFICES OF
BROWN and NORTON

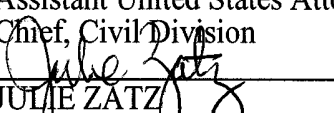
12 DATED:

1/14/07


WILLIAM T. REID IV
Diamond McCarthy, LLP
Attorneys for Plaintiffs

14 DATED:

1/19/07

GEORGE S. CARDONA
Acting United States Attorney
LEON W. WEIDMAN
Assistant United States Attorney
Chief, Civil Division

JULIE ZATZ
Assistant United States Attorney
Attorneys for Defendant, United States of America

ORDER DISMISSING ACTION

IT IS HEREBY ORDERED:

1. Plaintiffs' action is dismissed with prejudice in its entirety;
2. Each party shall bear their own costs of suit and attorneys fees; and
3. The Court retains jurisdiction for one-hundred and twenty (160) days to vacate this order and to reopen the action upon a showing of good cause that the settlement has not been completed and further litigation is necessary.

UNITED STATES DISTRICT JUDGE